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Honorable James L. Robart

IN THE UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON AT SEATTLE

TEN BRIDGES, LLC, a Foreign Limited
 Liability Company,

Plaintiff,

v.

MIDAS MULLIGAN, LLC, a Washington
 Limited Liability Company; MADRONA
 LISA, LLC, a Washington Limited Liability
 Company; and DANIELLE GORE, an
 individual,

Defendants.

AND RELATED COUNTERCLAIM

Case No. 2:19-CV-01237-JLR

MOTION TO ALLOW FILING OF
 SECOND AMENDED COMPLAINT

NOTE ON MOTION CALENDAR:
 September 25, 2020

CERTIFICATION

Plaintiff certifies the parties discussed the issues raised by this motion and were not able to
 agree on them. Defendants would not stipulate to the filing of the Second Amended Complaint.

MOTION

Pursuant to FRCP 15 and LCR 15, plaintiff moves the court for an order allowing the filing
 of the attached Second Amended Complaint. This motion is supported by the Declaration of
 William G. Fig ("Fig Decl.")

///

DISCUSSION

A. Applicable Law.

FRCP 15(a)(2) permits a party to amend a pleading with the opposing party's consent or with leave of court, which should freely be given when justice so requires. Courts will consider prejudice to the other party, bad faith, futility of the amendment, and undue delay when deciding such a motion. *See Jenkins v. Union Pac. R.R.*, 22 F3d 206, 212–213 (9th Cir 1994); *Howey v. United States*, 481 F2d 1187, 1190 (9th Cir 1973).

B. Application of Law to Facts.

Plaintiff and defendants have exchanged written discovery. Fig Decl., ¶ 1. In response to plaintiff's discovery, defendants produced emails between defendants' principal, Matthew Alex Toth, and Ms. Asano and texts between defendant Danielle Gore and Ms. Guandai, and Mr. Thomas. *Id.* A review of the emails showed that Mr. Toth reached out directly to Ms. Asano, via email, to convince her to challenge her agreement with plaintiff and to oppose plaintiff's efforts to redeem the Asano property from defendants. *Id.* at ¶ 3. The discovery further revealed that Ms. Gore reached out directly to Ms. Guandai and Mr. Justin Thomas, via unsolicited texts, to convince them to challenge their respective agreement with plaintiff and to challenge plaintiff's motion for disbursement of surplus funds. *Id.* at ¶ 4. Importantly, defendants had absolutely no connection to Mr. Thomas or the property at issue.

Plaintiff was unaware of these direct communications by defendants and Toth, and the extent thereof, prior to the receipt of defendants' discovery responses and production of documents. *Id.* at ¶ 5. Plaintiff created and propounded a second set of discovery requests to defendants to follow up on the aforementioned contacts and to ascertain whether defendants or Mr. Toth had contacted any other individuals with whom plaintiff was doing, or attempting to do, business. *Id.* at ¶ 7. On July 2, 2020, defendants filed a motion for protective order relating to these new discovery requests. Plaintiff was waiting for defendants' responses to the second round of discovery before seeking to amend its complaint; however, for the reasons set forth below,

1 plaintiff is requesting permission to file a Second Amended Complaint now, even though there are
2 discovery requests pending. *See Id.*

3 Plaintiff filed this motion now because the court recently made it clear that,
4 notwithstanding defendants' pending motion to stay, this case needs to proceed forward in a timely
5 manner. Notwithstanding, on August 31, 2020, the court graciously entered an order resetting the
6 trial date to sometime after January 1, 2022, and resetting the associated case management
7 deadlines consistent with the new trial date. As of the date of this motion, these dates had not been
8 set. The new deadline to file amended pleadings is September 30, 2020.

9 Under the aforementioned circumstances, plaintiff's motion is timely filed. Plaintiff has
10 expeditiously filed its motion to allow the filing of the Second Amended Complaint the week after
11 the August 31 order. Regarding the existing defendants, the Second Amended Complaint refines
12 and expands on plaintiff's existing claims for relief based on information obtained during the first
13 round of discovery. Fig Decl., ¶ 6. The proposed Second Amended Complaint does add a party,
14 Matthew Alex Toth, due to communications between Mr. Toth and Ms. Asano discovered during
15 discovery. Mr. Toth, a principal of defendants Midas Mulligan and Madrona, was well aware of
16 this proceeding and the claims against defendants. Defendants and Mr. Toth will not be prejudiced
17 by the filing of a Second Amended Complaint as there is more than sufficient time and opportunity
18 to pursue discovery and engage in dispositive motion practice. *Id.* at ¶ 8.

19 CONCLUSION

20 Based on the above, plaintiff respectfully requests the court grant its motion and enter an
21 order allowing the filing of the Second Amended Complaint.

22 DATED this 10th day of September, 2020.

23 SUSSMAN SHANK LLP

24 By s/ William G. Fig

25 William G. Fig, WSBA 33943
26 wfig@sussmanshank.com
Attorney for Plaintiff

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IN THE UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON AT SEATTLE

TEN BRIDGES, LLC, a Foreign Limited Liability Company,)	Case No. 2:19-cv-01237-JLR
)	
Plaintiff,)	<u>(PROPOSED) SECOND</u> AMENDED COMPLAINT
)	
v.)	(Tortious Interference with Business Relationships, Abuse of Process and Injunctive Relief)
)	
MIDAS MULLIGAN, LLC, a Washington Limited Liability Company; MADRONA LISA, LLC, a Washington Limited Liability Company; and DANIELLE GORE, an individual; <u>and MATTHEW A. TOTH, an individual.</u>)	
)	
)	
)	
)	
Defendants.)	

COMES NOW, Ten Bridges, LLC, by and through its attorneys of record, Sussman Shank, LLP, and alleges against the above-named defendants as follows:

INTRODUCTION

1. Plaintiff Ten Bridges, LLC (“TBL”) and Defendant Midas Mulligan, LLC (“MML”) and Defendant Madrona Lisa, LLC (“Madrona”) are direct competitors. TBL, MML and Madrona all purchase residential property at judicial foreclosure auctions. The companies also purchase redemption rights and/or the right to surplus proceeds from foreclosed owners and related parties following the sheriff’s sale of a property.

2. Over approximately the last seven months, MML and Madrona have purposefully

undertaken wrongful and improper actions to interfere with TBL's contracts with parties for the purchase of their redemption rights and/or their rights to surplus proceeds, causing direct harm and damage to TBL.

PARTIES

3. Plaintiff TBL is an Oregon Limited Liability Company.

4. Defendant MML is a Washington limited liability company with its principal place of business in Woodinville, Washington, which is in King County.

5. Defendant Madrona is a Washington limited liability company with its principal place of business in Spokane, Washington. Madrona does business in western Washington.

6. Danielle Gore is a representative and principal of MML and Madrona. At all relevant times, Ms. Gore was acting as an authorized agent of these entities.

7. Matthew Alex Toth is a representative and principal of MML and Madrona. At all relevant times, Mr. Toth was acting as an authorized agent of these entities.

JURISDICTION AND VENUE

8. ~~7.~~ This Court has jurisdiction pursuant to 28 U.S.C. § 1332. There is complete diversity between the parties. TBL is a citizen of Oregon. TBL's sole member, Demian Heald, is an Oregon citizen. MML and Madrona are citizens of Washington. Both MML and Madrona have two members – Matthew Toth and Danielle Gore. Based on information and belief, Danielle Gore and Matthew Toth are both citizens of Washington. The amount at issue exceeds \$75,000.

9. ~~8.~~ MML's principal place of business is in King County, Washington. Most of the circumstances giving rise to TBL's claims in this action against MML and Madrona occurred in King and/or Snohomish counties and involve properties located in those counties. Venue is proper in the Western District of Washington.

FACTUAL BACKGROUND

10. ~~9.~~ TBL is a real estate investment firm. Some of TBL's acquisitions take place

1 through judicial foreclosure sales where TBL bids on foreclosed residential properties. TBL also
 2 acquires redemption rights to foreclosed property and/or rights to surplus proceeds from foreclosed
 3 property owners and related parties, which rights entitle TBL to redeem foreclosed properties or
 4 collect surplus proceeds, if any, following a judicial foreclosure sale after all secured creditors are
 5 satisfied.

6 11. ~~40.~~ MML and Madrona also acquire ~~property~~properties directly at foreclosure sales
 7 and acquire redemption rights from foreclosed owners and related parties.

8 12. ~~44.~~ Generally, a foreclosed owner or related party will sell their property rights to
 9 TBL when they are interested in receiving an upfront payment quickly, to avoid the cost and
 10 expense of redeeming a property or pursuing surplus proceeds, or when they are unsure whether any
 11 surplus proceeds will remain after the secured debt is satisfied.

12 MILLSAP SALE

13 13. ~~42.~~ On or about November 16, 2018, Madrona purchased property located at 17702
 14 115th St. NE, Granite Falls, Washington, at a foreclosure sale (the “115th St. Property”). On January
 15 7, 2019, TBL acquired the Jay Millsap’s rights and interest in the 115th St. Property, which included
 16 any redemption rights and the right to any surplus proceeds (the “Millsap Sale”). TBL recorded the
 17 Quit Claim Deed for the 115th St. Property on January 8, 2019.

18 14. ~~43.~~ Thereafter, Danielle Gore ~~of,~~on Madrona’s behalf, contacted TBL and told
 19 TBL that Madrona was angry because TBL had purchased Jay Millsap’s rights in the 115th St.
 20 Property. Ms. Gore also told TBL that Mr. Millsap’s brother was unhappy with the Millsap Sale
 21 and wanted his brother to try to get out of the Millsap Sale. Ms. Gore told TBL that if it did not sell
 22 Madrona the redemption rights to the 115th Street Property, Madrona would reach out to Mr.
 23 Millsap’s brother and encourage him to challenge the Millsap Sale.

24 15. ~~44.~~ Subsequently, Ms. Gore ~~of,~~on Madrona’s behalf, contacted TBL’s President by
 25 phone and threatened to contact the Washington Attorney General’s office and the local news
 26 media regarding TBL unless TBL sold Madrona the redemption rights to 115th St. Property. Ms.

1 Gore expressly told TBL Madrona would interfere with TBL's existing business relationships and
 2 its future dealings if TBL refused to sell Madrona the redemption rights to the 115th St. Property.
 3 To avoid the threatened interference with its business relationship (and associated costs), TBL sold
 4 Madrona the redemption rights to 115th St. Property.

5 GUANDAI SALE

6 16. ~~15.~~ On or about March 30, 2018, MML purchased property located at 11532 15th
 7 Ave. NE #201, Seattle, Washington, owned by Teresa W. Guandai, at a foreclosure sale (the
 8 "Guandai Property").

9 17. ~~16.~~ On or about April 1, 2019, Ms. Guandai sold her rights and any interest in the
 10 Guandai Property to TBL pursuant to a Quit Claim Deed. The Quit Claim Deed was recorded on
 11 April 2, 2019. The Quit Claim Deed signed by Ms. Guandai advised her that: (i) she had a right to
 12 hire an attorney; (ii) she was giving up her right to redeem the Guandai Property; (iii) she was
 13 giving up her right to collect surplus proceeds for the Guandai Property; and (iv) TBL would have
 14 the right to collect the surplus proceeds for the Guandai Property.

15 18. ~~17.~~ The sale of the Guandai Property resulted in surplus proceeds of \$89,234.72
 16 (the "Guandai Proceeds"). TBL filed a motion to obtain the Guandai Proceeds in *Pinehurst Lane*
 17 *Condominium Assoc. v. Teresa Guandai*, Case No. 15-2-26658-6 SEA ("King County Action").
 18 Despite a complete lack of standing to do so, MML objected to TBL's motion and requested that
 19 the Guandai Proceeds be distributed to MML. Following proceedings before a King County
 20 Commissioner, TBL obtained a declaration from Ms. Guandai that she was satisfied with her sale to
 21 TBL and entered into the agreement fully aware of its legal consequences.

22 19. Thereafter, although the Commissioner denied MML's claim to the Guandai
 23 Proceeds, Danielle Gore, on MML's behalf, contacted Ms. Guandai and actively encouraged her to
 24 challenge and oppose TBL's claim to the Guandai Proceeds. Ms. Gore had a declaration prepared
 25 for Ms. Guandai's signature that completely contradicted Ms. Guandai's prior declarations and the
 26 agreement Ms. Guandai had signed with TBL. Ms. Gore had MML's counsel file the declaration

1 filed in the King County Action and she instructed Ms. Guandai where and when to show up for the
 2 subsequent hearing on the Guandai Proceeds.

3 20. ~~18. Thereafter, at a~~ At the subsequent hearing regarding the Guandai Proceeds,
 4 Ms. Guandai appeared along with MML's attorney to object to TBL's motion. Even though MML
 5 no longer asserted any claim to the Guandai Proceeds, MML, through its counsel, advocated that
 6 Ms. Guandai, not TBL, was entitled to receive the Guandai Proceeds.

7 21. The Commissioner awarded Ms. Guandai the Guandai Proceeds. After the hearing,
 8 Ms. Gore, on MML's behalf, continued to contact Ms. Guandai to ensure she responded to any
 9 appeal of the Commissioner's ruling by TBL. Ms. Gore encouraged Ms. Guandai to contact the
 10 NW Justice Project and ~~presented a declaration that completely contradicted the declaration~~
 11 ~~she previously signed~~ the Attorney General regarding TBL. Eventually, Ms. Gore referred Ms.
 12 Guandai to MML's counsel, Guy Beckett. Litigation is ongoing with respect to the Guandai
 13 Proceeds. After the ruling by the Superior Court Commissioner in the King County Action,
 14 MML's attorney appeared ~~for~~on Ms. Guandai's behalf in TBL's appeal of the Commissioner's
 15 ruling.

16 22. ~~19. TBL believes, and therefor avers, upon information and belief, that~~
 17 MML, through the actions of its principal, Ms. Gore, caused ~~Ms. Ms.~~ Guandai to seek to rescind
 18 her agreement with TBL, ~~Among other things, Ms. Gore~~ induced ~~her~~ Ms. Guandai to sign a false
 19 declaration, and ~~is providing legal counsel~~ provided Ms. Guandai with advice and encouragement
 20 to ~~her to~~ challenge her agreement with TBL ~~and TBL's motion for disbursement of the Guandai~~
 21 ~~Proceeds~~, all ~~in an effort to interfere~~ with ~~the intent and purpose of interfering with TBL's~~
 22 ~~business relationship and agreement with Ms. Guandai, and~~ TBL's legal right to recover the
 23 Guandai Proceeds.

24 23. ~~20.~~ MML's litigation conduct in the King County Action is, and has been, a sham,
 25 and therefore is not protected litigation conduct.

26 **THOMAS SALE**

1 24. ~~21.~~ On or about December 28, 2018, a third-party purchased property owned by the
 2 late Benjamin Thomas located at 23432 13th Place, Bothell, Washington at a foreclosure sale (the
 3 “Thomas Property”).

4 25. ~~22.~~ On or about May 9, 2019, Justin Thomas, the sole heir of Benjamin Thomas,
 5 sold his rights and any interest in the Thomas Property to TBL pursuant to a Quit Claim Deed. Mr.
 6 Thomas was represented by an Idaho attorney during negotiations with TBL. The Quit Claim Deed
 7 was recorded on May 9, 2019.

8 26. ~~23.~~ The sale of the Thomas Property resulted in excess proceeds of \$156,490.44
 9 (the “Thomas Proceeds”).

10 27. ~~24.~~ On May 21, 2019, TBL filed a motion seeking to recover the Thomas Proceeds.

11 28. On or about June 6, 2019, Ms. Gore, on behalf of MML and/or Madrona, made
 12 unsolicited contact with Justin Thomas regarding the Thomas Proceeds despite the fact neither
 13 MML nor Madrona had any interest in or claim to the Thomas Property or the Thomas Proceeds.

14 29. Ms. Gore relentlessly encouraged and cajoled Mr. Thomas to breach his agreement
 15 with TBL and to object to TBL’s motion for disbursement of the Thomas Proceeds. Ms. Gore
 16 actively followed up with Mr. Thomas to make sure he was undertaking action to oppose TBL’s
 17 motion.

18 30. Ms. Gore also aggressively encouraged Mr. Thomas to contact NW Justice Project
 19 and the Washington Attorney General regarding TBL and apparently emailed the Attorney General
 20 regarding TBL’s motion to disburse the Thomas Proceeds. Eventually, Ms. Gore referred Mr.
 21 Thomas to MML’s counsel Guy Beckett.

22 31. ~~25. In response to the motion~~ As a result of Ms. Gore’s actions, Justin Thomas
 23 filed an objection ~~through Washington counsel. The same~~ to TBL’s motion. Mr. Beckett,
 24 MML’s attorney ~~MML retained~~ in the Guandai matter ~~filed a Notice of Association with~~
 25 ~~Thomas’ counsel~~ (and retained by Ms. Guandai to defend TBL’s appeal), also represents Mr.
 26 Thomas in contesting TBL’s claim to the Thomas Proceeds.

1 ~~///~~

2 ~~///~~

3 32. ~~26.~~ TBL believes, and therefor avers, upon information and belief, that MML
4 ~~convinced~~ MML and/or Madrona, through the actions of their principal, Ms. Gore, contacted Mr.
5 Thomas for the sole purpose and intent to convinced him to breach his agreement with TBL, and to
6 object to TBL's motion to obtain the Thomas Proceeds. Ms. Gore contacted Mr. Thomas for
7 malicious purpose of interfering with TBL's business relationship and contract with Mr. Thomas
8 thereby causing TBL harm.

9 ASANO SALE

10 33. ~~27.~~ On or about March 22, 2019, Madrona purchased 1344 Bellevue Way NE,
11 # 5, Bellevue, WA (the "Asano Property").

12 34. ~~28.~~ On or about May 15, 2019, Yukiko Asano ("Asano"), sold and transferred any
13 and all interest she had in the Asano Property to TBL pursuant to a Quit Claim Deed. Based on the
14 Quit Claim Deed, TBL filed a Notice of Intent to Redeem the Asano Property and tendered
15 sufficient funds to the court, King County Case No. 18-2-03471-0 SEA (the "Asano Action").
16 Madrona objected to TBL's notice claiming, in bad faith, that the Deed executed by Ms. Asano was
17 void and of no legal affect.

18 35. ~~29.~~ TBL believes, and therefor avers, upon information and belief, that Madrona
19 ~~has had~~ no good faith basis to object to TBL's Notice to Redeem or to the amount of the
20 redemption funds and has only done so to cause TBL harm and to collaterally attack TBL's contract
21 with ~~Ms.~~ Asano.

22 36. As part of Madrona's efforts to challenge TBL's Notice to Redeem, Michael Toth,
23 on Madrona's behalf, made unsolicited contact with Asano and actively encouraged her to breach
24 her agreement with TBL. Mr. Toth referred Asano to Madrona's counsel, Guy Beckett, to assist
25 with her challenge to the May 15, 2019 agreement.

26 37. Mr. Toth's actions on Madrona's behalf were taken for the purpose and intent of

interfering with TBL's business relationship and contract with Asano and to cause TBL harm.
The aforementioned interference was also taken to prevent TBL from redeeming the Asano
Property thereby benefiting Madrona's business interests.

38. ~~30.~~ Madrona's litigation conduct in the Asano Action is, and has been, a sham, and therefore is not protected litigation conduct.

FIRST CLAIM FOR RELIEF

(Tortious Interference with Business Relationships - Madrona)

39. ~~34.~~ TBL realleges and incorporates by reference paragraphs 1 through ~~44~~15 and 33 through 38 of the Second Amended Complaint as though fully set forth herein.

COUNT I - Millsap

40. ~~32.~~ As described above in paragraphs 13 through 15, TBL entered into a contract with Mr. Millsap wherein he conveyed his rights to, and any interest in, the 115 St. Property to TBL. In exchange, TBL compensated Mr. Millsap and performed all conditions required pursuant to the respective agreement.

41. ~~33.~~ Madrona and Ms. Gore were aware of TBL's contract and business relationship with Mr. Millsap and, but for their wrongful interference, TBL had a reasonable expectation that Mr. Millsap would perform his obligations under the agreement and that TBL would be entitled to redeem the 115th St. Property.

42. ~~34.~~ Despite having this knowledge, Madrona, through Ms. Gore, knowingly, intentionally, and without privilege, endeavored and sought to engage in acts which interfered with TBL's business relationship with Mr. Millsap to force TBL, under duress, to sell its redemption rights to the 115th St. Property to Madrona. ~~Madrona's and~~ Ms. Gore's actions on behalf of Madrona were taken with the intentional and improper purpose of causing harm to TBL, and carried out through improper means, including, but not limited to, threats of alleged exposure, negative publicity, and threats of interfering with TBL's agreement with Mr. Millsap.

43. ~~35.~~ ~~Madrona and Gore's~~ tortious interference with TBL's contract with Mr.

1 Millsap, via the actions of Ms. Gore, has caused specific harm to TBL in an amount not less than
 2 the equity in the 115th St. Property (\$150,000.00), together with other amounts to be proven at
 3 trial.

4 44. ~~36.~~—As a further result of Madrona’s interference with TBL’s business
 5 relationships through the act of principal, Ms. Gore, TBL has suffered and will continue to suffer
 6 irreparable injury and loss, and has sustained damages including, but not limited to, loss of
 7 excess proceeds, loss of profits and future profits, and loss of good will.

8 COUNT II - Asano

9 45. As described above in paragraphs 33 through 38, TBL entered into a contract with
 10 Asano wherein she conveyed her rights to, and any interest in, the Asano Property to TBL. In
 11 exchange, TBL compensated Asano and performed all conditions required pursuant to the
 12 respective agreement.

13 46. Madrona and Mr. Toth were aware of TBL’s contract and business relationship
 14 with Asano and, but for their wrongful interference, TBL had a reasonable expectation that
 15 Asano would perform her obligations under the agreement and that TBL would be entitled to
 16 redeem the Asano Property and petition the court for any surplus proceeds.

17 47. Despite having this knowledge, Madrona, through Mr. Toth, knowingly,
 18 intentionally, and without privilege, endeavored and sought to engage in acts which interfered
 19 with TBL’s business relationship and contract with Asano. Mr. Toth’s actions on behalf of
 20 Madrona were taken with the intentional and improper purpose of causing harm to TBL, and
 21 carried out through improper means, including, but not limited to, contacting Asano and
 22 convincing her to breach her agreement with TBL and oppose TBL’s redemption of the Asano
 23 Property.

24 48. Madrona’s tortious interference with TBL’s contract and business relationship
 25 with Asano, via the acts of Mr. Toth, has caused specific harm to TBL in an amount not less than
 26 \$275,000.00, together with other amounts to be proven at trial.

49. As a further result of Madrona's interference with TBL's business relationships through the actions of its principal, Mr. Toth, TBL has suffered and will continue to suffer irreparable injury and loss, and has sustained damages including, but not limited to, loss of excess proceeds, loss of profits and future profits, and loss of good will.

SECOND CLAM FOR RELIEF

~~(Tortious Interference with Business Relationships—Ms. Gore)~~

~~(Tortious Interference with Business Relationships - MML)~~

50. ~~37.~~ TBL realleges and incorporates by reference paragraphs 1 through ~~14 of the Amended Complaint as though fully set forth herein.~~

~~38.—Ms. Gore's tortious interference with TBL's contract with Mr. Millsap has caused specific harm to TBL in an amount not less than the equity in the 115th St. Property (\$150,000.00), together with other amounts to be proven at trial.~~

THIRD CLAM FOR RELIEF

~~(Tortious Interference with Business Relationships—MML)~~

39.—~~TBL realleges and incorporates by reference paragraphs 112 and 16 through 11 and 15 through 26~~32 of the Second Amended Complaint as though fully set forth herein.

COUNT I - Guandai

51. ~~40.~~ As described above in paragraphs 16 through 23, TBL entered into ~~contracts~~a contract with Ms. Guandai ~~and Mr. Thomas~~ pursuant to which Ms. Guandai ~~and Mr. Thomas~~ conveyed ~~their property~~her interests in and rights to the Guandai Property to TBL. In exchange, TBL compensated Ms. Guandai and ~~Mr. Thomas and~~ performed all conditions required pursuant to ~~the respective agreements~~its agreement with Ms. Guandai.

52. ~~41.~~ MML ~~was~~and Ms. Gore were aware of ~~these contracts~~TBL's business relationship and contract with Ms. Guandai and, but for MML's wrongful interference, via its principal, Ms. Gore, TBL had a reasonable expectation that Ms. Guandai ~~and Mr. Thomas~~

1 would perform ~~their~~her obligations under ~~the agreements~~her agreement with TBL and that
 2 ~~TBL~~ would receive the Guandai Proceeds ~~and the Thomas Proceeds~~.

3 53. ~~42.~~ Despite having this knowledge, MML, through Ms. Gore, knowingly,
 4 intentionally, and without privilege, endeavored and sought to engage in acts which intended and
 5 did induce Ms. Guandai ~~and Mr. Thomas to~~ breach ~~their agreements~~her agreement with
 6 TBL. ~~MML~~Ms. Gore's actions on MML's behalf were taken with the intentional and improper
 7 purpose of causing harm to TBL, and carried out through improper means, including, but not
 8 limited to, inducing breaches of Ms. Guandai ~~and Mr. Thomas' contracts~~contract with TBL.

9 54. ~~43.~~ MML's tortious interference with TBL's ~~contracts~~contract with Ms. Guandai
 10 ~~and Mr. Thomas~~through the actions of its principal, Ms. Gore, caused specific harm to TBL in
 11 an amount not less than the Guandai Proceeds (\$89,234.72), together with other amounts to be
 12 proven at trial.

13 55. As a result of MML's interference with TBL's business relationship and contract
 14 with Ms. Guandai, through the actions of Ms. Gore, TBL has suffered and will continue to suffer
 15 irreparable injury and loss, and has sustained damages including, but not limited to, loss of
 16 excess proceeds, loss of profits and future profits, and loss of good will.

17 COUNT II - Thomas

18 56. As described above in paragraphs 24 through 32, TBL entered into a contract with
 19 Mr. Thomas pursuant to which Mr. Thomas conveyed his property rights in the Thomas Property
 20 to TBL. In exchange, TBL compensated Mr. Thomas and performed all conditions required
 21 pursuant to its agreement with him.

22 57. MML and Ms. Gore were aware of TBL's business relationship and contract with
 23 Mr. Thomas and, but for MML's wrongful interference via Ms. Gore, TBL had a reasonable
 24 expectation that Mr. Thomas would perform their obligations under his agreement with TBL and
 25 that TBL would receive the Thomas Proceeds.
 26

1 58. Despite having this knowledge, MML, through Ms. Gore, knowingly,
 2 intentionally, and without privilege, endeavored and sought to engage in acts which intended and
 3 did induce Mr. Thomas to breach his agreement with TBL. Ms. Gore's actions on MML's behalf
 4 were taken with the intentional and improper purpose of causing harm, to TBL, and carried out
 5 through improper means, including, but not limited to, inducing Mr. Thomas to breach his
 6 contract with TBL.

7 59. MML's tortious interference with TBL's business relationship and contract with
 8 Mr. Thomas, via the actions of Ms. Gore, have caused specific harm to TBL in an amount not
 9 less than the ~~Guandai Proceeds (\$89,234.72) plus the~~ Thomas Proceeds (\$156,490.44),
 10 together with other amounts to be proven at trial.

11 60. ~~44.~~ As a result of MML's interference with TBL's ~~contracts~~ business relationship
 12 and contract with Mr. Thomas, through the acts of its principal, Ms. Gore, TBL has suffered and
 13 will continue to suffer irreparable injury and loss, and has sustained damages including, but not
 14 limited to, loss of excess proceeds, loss of profits and future profits, and loss of good will.

15 **~~FOURTH~~ THIRD CLAIM FOR RELIEF**

16 **(Tortious Interference with Business Relationships – Ms. Gore)**

17 61. TBL realleges and incorporates by reference paragraphs 1 through 32, 39 through
 18 44, and 50 through 60 of the Second Amended Complaint as though fully set forth herein.

19 **COUNT I - Millsap**

20 62. As alleged in paragraphs 13 through 15 and 39 through 44 above, Ms. Gore (a)
 21 knowingly, intentionally, and without privilege, endeavored and sought to, and did, engage in
 22 acts which interfered with TBL's business relationship with Mr. Millsap to force TBL, under
 23 duress, to sell its redemption rights to the 115th St. Property to Madrona; (b) undertook these acts
 24 with the intentional and improper purpose of causing harm to TBL; (c) carried out these acts
 25 through improper means, including, but not limited to, threats of alleged exposure, negative
 26 publicity, and threats of interfering with TBL's agreement with Mr. Millsap.

63. As a result of Ms. Gore's tortious interference with TBL's business relationship and contract with Mr. Millsap, Ms. Gore has: (a) caused specific harm to TBL in an amount not less than the equity in the 115th St. Property (\$150,000.00), together with other amounts to be proven at trial; and (b) caused TBL to suffer irreparable injury and loss, and damages including, but not limited to, loss of excess proceeds, loss of profits and future profits, and loss of good will.

COUNT II - Guandai

64. As alleged in paragraphs 16 through 23 and 50 through 55 above, Ms. Gore (a) knowingly, intentionally, and without privilege, endeavored and sought to, and did, engage in acts which interfered with TBL's business relationship and contract with Ms. Guandai; (b) actively sought to induce Ms. Guandai to breach her agreement with TBL; (c) undertook her acts with the intentional and improper purpose of causing harm to TBL; (d) carried out her acts through improper means, including, but not limited to, directly texting Ms. Guandai telling her to oppose TBL's motion to disburse the Guandai Proceeds, preparing a declaration for Ms. Guandai in support of such opposition, and instructing her where and when to show up to a hearing.

65. As a result of Ms. Gore's tortious interference with TBL's business relationship and contract with Ms. Guandai, Ms. Gore has: (a) caused specific harm to TBL in an amount not less than the Guandai Proceeds (\$89,234.72), together with other amounts to be proven at trial; and (b) caused TBL to suffer irreparable injury and loss, and damages including, but not limited to, loss of profits and future profits, and loss of good will.

COUNT III - Thomas

66. As alleged in paragraphs 24 through 32 and 56 through 60 above, Ms. Gore (a) knowingly, intentionally, and without privilege, endeavored and sought to, and did, engage in acts which interfered with TBL's business relationship and contract with Mr. Thomas; (b) actively sought to induce Mr. Thomas to breach his agreement with TBL; (c) undertook her acts with the intentional and improper purpose of causing harm to TBL; (d) carried out her acts

1 through improper means, including, but not limited to, directly texting Mr. Thomas telling him to
 2 oppose TBL's motion to disburse the Thomas Proceeds, contacting the Attorney General on Mr.
 3 Thomas' behalf, and instructing him how to oppose TBL's motion.

4 67. As a result of Ms. Gore's tortious interference with TBL's business relationship
 5 and contract with Mr. Thomas, Ms. Gore has: (a) caused specific harm to TBL in an amount not
 6 less than the Thomas Proceeds (\$156,490.44), together with other amounts to be proven at trial;
 7 and (b) caused TBL to suffer irreparable injury and loss, and damages including, but not limited
 8 to, loss of profits and future profits, and loss of good will.

9 **FOURTH CLAIM FOR RELIEF**

10 **(Toth - Tortious Interference with Business Relationships)**

11 68. TBL realleges and incorporates by reference the paragraphs 1 through 12, 33
 12 through 38 and 45 through 49 of the Second Amended Complaint as though fully set forth herein.

13 69. Mr. Toth, knowingly, intentionally, and without privilege, endeavored and sought
 14 to, and did, engage in acts which interfered with TBL's business relationship and contract with
 15 Asano. Mr. Toth's actions were taken with the intentional and improper purpose of causing harm
 16 to TBL, and carried out through improper means, including, but not limited to, contacting Asano
 17 via email and convincing her to breach her agreement with TBL and oppose TBL's redemption
 18 of the Asano Property.

19 70. Mr. Toth's tortious interference with TBL's business relationship and contract
 20 with Ms. Asano caused: (a) specific harm to TBL in an amount not less than \$275,000, together
 21 with other amounts to be proven at trial; and (b) TBL to suffer irreparable injury and loss, and
 22 damages including, but not limited to, loss of profits and future profits, and loss of good will.

23 **FIFTH CLAIM FOR RELIEF**

24 **(Abuse of Process—MML)**

25 ~~45-71.~~ TBL realleges and incorporates by reference the foregoing paragraphs 1 through
 26 12 and 16 through 23 of the Second Amended Complaint as though fully set forth herein.

1 ~~46.-72.~~ MML filed an objection claim to the Guandai Proceeds in the King County
 2 Action with the ulterior purpose of harassing and harming TBL. That objection is not within the
 3 proper scope of process in the King County Action.~~47.-~~ MML's filing an objection in the King
 4 County Action, despite lacking standing and despite MML's ulterior purpose, was not a proper
 5 act in the regular prosecution of proceedings.

6 ~~48.-~~ 73. After MML's claim to the Guandai Proceeds was denied, MML prepared
 7 and filed a Declaration for Ms. Guandai in the King County Action with the ulterior purpose of
 8 harassing and harming TBL. MML's counsel appeared and argued that Ms. Guandai, not TBL,
 9 was entitled to the Guandai Proceeds. MML's actions were not within the proper scope of
 10 process in the King County Action. MML's perpetuation of the King County Action—through
 11 MML's objection to TBL's motion, asserting its own claim to the Guandai Proceeds and its
 12 ~~funding representation of~~ assistance to Guandai in asserting a claim to the Guandai
 13 Proceeds—is solely for the purpose of harassing and harming TBL and as such is not a proper act
 14 in the regular prosecution of the proceedings.

15 ~~49.-74.~~ As a proximate result of MML's conduct in relation to the King County Action,
 16 MML has damaged TBL in an amount equaling TBL's outlay for legal fees and costs in the King
 17 County Action and TBL's appeal of the Commissioner's ruling in that action—an amount not
 18 less than \$~~20,000~~ 50,000 and subject to proof at trial in this matter.

19 ~~FIFTH~~ SIXTH CLAIM FOR RELIEF

20 (Abuse of Process—Madrona)

21 ~~50.-75.~~ TBL realleges and incorporates by reference the ~~foregoing~~ paragraphs 1 through 12 and
 22 33 through 38 of the Second Amended Complaint as though fully set forth herein.

23 ~~51.-76.~~ Madrona filing an objection to TBL's tender of the redemption proceeds in the
 24 Asano Action was for the ulterior purpose of harassing and harming TBL. That objection is not
 25 within the proper scope of process in the Asano Action.

26 ~~---~~

1 ~~52-77.~~ Madrona's filing an objection in the Asano Action, was for the ulterior purpose of
 2 harassing and harming TBL and was not a proper act in the regular prosecution of the Asano
 3 Action.

4 ~~53-78.~~ Madrona's involvement in the Asano Action is solely for the purpose of harassing
 5 and harming TBL and as such is not a proper act in the regular prosecution of the proceedings.

6 ~~54-79.~~ As a proximate result of Madrona's conduct in relation to the Asano matter,
 7 Madrona has damaged TBL in an amount equaling TBL's outlay for legal fees and costs in the
 8 Asano Action and the appeals arising therefrom—an amount not less than \$~~10,000~~50,000 and
 9 subject to proof at trial in this matter.

10 ~~SIXTH~~SEVENTH CLAIM FOR RELIEF

11 (Injunctive Relief)

12 ~~55-80.~~ TBL realleges and incorporates by reference the foregoing paragraphs of the
 13 Second Amended Complaint as though fully set forth herein.

14 ~~56-81.~~ TBL has a clear legal and/or equitable right to prohibit MML and Madrona from
 15 engaging in the above-described wrongful conduct because it has protectable rights in its
 16 contractual relationships with parties who sell their redemption rights to TBL. MML and
 17 Madrona are intentionally interfering with TBL's contractual and business relationships to the
 18 substantial harm, damage, and detriment of TBL.

19 ~~57-82.~~ MML's and Madrona's continued conduct will result in substantial injury to TBL
 20 because its ability to recover surplus proceeds is a vital component of TBL's business.

21 ~~58~~83. The Court should enter a preliminary injunction to prevent future harm to TBL
 22 and enter a permanent injunction at trial.

23 ~~++~~

24 ~~++~~

25 PRAYER FOR RELIEF

26 WHEREFORE, TBL respectfully requests judgment as follows:

1. On the First Claim for Relief:

a. For judgment against Madrona in an amount not less than
~~\$150,000.00~~425,000.00;

2. On its Second Claim for Relief:

a. For judgment against ~~Gore~~MML in the amount of
~~\$150,000.00~~245,725.16;

3. On its Third Claim for Relief:

a. For judgment against ~~MML~~Gore in an amount not less than
~~\$245,725.16~~395,725.16;

4. On its Fourth Claim for Relief:

a. For judgment against ~~MML~~Toth in an amount not less than
~~\$20,000~~275,000;

5. On its ~~Fourth~~Fifth Claim for Relief:

a. For judgment against ~~Madrona~~MML in an amount not less than
~~\$10,000~~50,000;

6. On its Sixth Claim for Relief:

a. For ~~and~~judgment against Madrona in an amount not less than \$50,000;

7. On its Seventh Claim for Relief:

a. For an order temporarily and permanently enjoining MML and Madrona
 from improperly interfering with TBL's economic and prospective economic
 relations; and

8. ~~7.~~ For such other relief as the court deems just and proper.

Dated this ~~27~~10th day of ~~August~~September, ~~2019~~2020.

SUSSMAN SHANK LLP

By /s/ William G. Fig
 William G. Fig, WSBA 33943

~~Attorneys~~ Attorney for Plaintiff Ten Bridges, LLC

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Padding cell	

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Deletions	129
Moved from	6
Moved to	6
Style change	0
Format changed	0
Total changes	360

CERTIFICATE OF SERVICE

THE UNDERSIGNED certifies:

1. My name is Joanna M. Bolstad. I am a citizen of Clackamas County, state of Oregon, over the age of eighteen (18) years and not a party to this action.

2. On September 10, 2020, I caused to be delivered via **the court's ecf system**, a copy of **MOTION TO ALLOW FILING OF SECOND AMENDED COMPLAINT** to the interested parties of record, addressed as follows:

Guy W. Beckett
BERRY & BECKETT, PLLP
1708 Bellevue Ave.
Seattle, WA 98122
gbeckett@beckettlaw.com
Attorneys for Defendants/Counterclaimants

I SWEAR UNDER PENALTY OF PERJURY that the foregoing is true and correct to the best of my knowledge, information, and belief.

s/ Joanna M. Bolstad
Joanna M. Bolstad, Legal Assistant

(03548852)